

# **EXHIBIT C**

## **LICENSE AGREEMENT AS AMENDED**

# SNMP Research International

Effective

Date: 3 / 10 / 01

## LICENSE AGREEMENT

It is understood and agreed that SNMP Research International, Incorporated (hereinafter SNMP) hereby grants to Brocade Communications Systems, Inc. (hereinafter Licensee) a license to the program materials and documentation (hereinafter called the Program), which comprise versions of NETMON, associated applications, and libraries which are implementations based on the Simple Network Management Protocol specified by RFC-1157 and the companion documents RFC-1155, RFC-1213, the Simple Network Management Protocol Version 2 documents RFC-1902 through RFC-1908, the Simple Network Management Protocol Version 2c document, RFC 1901, and the Simple Network Management Protocol Version 3 documents RFC-2570 to RFC-2575. This License Agreement is subject to the following terms and conditions:

### 1. Definitions

"SNMP" refers to SNMP Research International, Incorporated, having a principal office at 3001 Kimberlin Heights Road, Knoxville, Tennessee, USA.

"Licensee" and "Licensee address" are defined in Attachment A.

"Source" refers to both the source code and any and all associated developer documentation in human-readable or machine-readable media which are components of versions of NETMON, associated applications, and libraries.

"Software" refers to the programs built from the Source, either as provided by SNMP or as modified or enhanced by Licensee, and the associated documentation. "Software" includes the programs in object form, suitable for input to a linker, either as an object library or as individual files. It includes any of SNMP's proprietary tools required to make productive use of the Source, but does not include operating systems, compilers, linkers, and associated tools proprietary to other vendors. It does not include the programs in "Source" form.

"Licensed Modules" refers to that portion of the Program which is defined in Attachment A. Any new Licensed Modules or new versions of the Licensed Modules that SNMP may provide to Licensee, if any, in accordance with the terms of a software maintenance agreement, or otherwise, shall be subject to the terms and conditions of this License Agreement.

"Derivative Work" means any program or documentation in Source form or Software form which (i) is developed by Licensee through the use of the Program, or (ii) includes any features, provisions, algorithms, or other portions of the Program.

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SNMP Research International, Incorporated

3001 Kimberlin Heights Road Knoxville, Tennessee 37920-9716

"Platform" refers to a combination of an operating system and a microprocessor. A specific combination of operating system and microprocessor belongs to a given Platform if an object code version of the Licensed Modules, produced from an unmodified source code version of the Licensed Modules utilizing a single set of linker and compiler tools, can execute on the specific combination and the other combinations within the given Platform. Licensee can use different sets of linkers and compilers at various times as desired, provided that only a single linker and compiler set is used at any given time to define the Platform. The operating system and microprocessor combination for the Platform is given in Attachment A.

## 2. Internal Use Rights

SNMP grants Licensee an irrevocable (except as provided herein), non-exclusive, non-transferable, royalty-bearing, and worldwide license to use, execute, reproduce, display, perform, prepare Derivative Works based upon, and distribute internally, copies of the Licensed Modules in either Source or Software forms, on the Brocade Fabric operating system and the PowerPC hardware platform, provided that Licensee shall not distribute or transfer them to any person or persons outside Licensee's organization without prior written permission from SNMP.

## 3. Binary Redistribution Rights

SNMP grants Licensee an irrevocable (except as provided herein), non-exclusive, non-transferable, royalty-bearing, and worldwide license to use, execute, reproduce, display, perform, prepare Derivative Works based upon, and distribute internally and externally, copies of the Licensed Modules and Derivative Works thereof in Software form on the Brocade Fabric operating system and the PowerPC hardware platform.

These redistribution rights specifically include SNMP granting the Licensee the right to sublicense the Licensed Modules and Derivative Works thereof in Software form to its customers in association with the acquisition of Licensee's hardware, software, or services so long as the Licensee's sublicensing terms and conditions are at least as restrictive as those of this License Agreement.

Licensee agrees that software licenses will include a provision that will prevent its customers from reverse engineering or decompiling the software.

No rights are granted for the distribution of the Licensed Modules and Derivative Works thereof in Source form to any third party.

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4. Service

Licensee acknowledges that the Program is a research tool still in the development stage, and that it is being supplied "as is" without any accompanying service from SNMP. Any and all accompanying service from SNMP shall be covered by separate agreement(s). Licensee acknowledges that SNMP does not represent or warrant that the Program is error free or that its use will be uninterrupted.

5. Warranties

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6. Limitation of Liability

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7. Patents, Copyrights, and Trademarks

- (a) SNMP warrants that it is the copyright owner or licensee of the copyright owner of the entire Program and that it has the unqualified right to make the Program available to the Licensee and to grant licenses hereunder under the terms of this License Agreement free of any liens and encumbrances, except for clearly marked portions of the Program (for example, the MOSY MIB compiler which are based on work copyrighted by third party contributors to the ISODE package and/or other third parties).
- (b) These portions are clearly marked as such in the Program with notices such as, but not limited to, those shown in Attachment B and are copied with permission.

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- (c) Licensee acknowledges that portions of the Program are derivative works of these third parties. Licensee further acknowledges that the use and incorporation of third party software in the Program may change from time to time, at SNMP's sole and exclusive option, primarily on release of a new version of the Program. In case SNMP provides the Licensee with a new release of the Program which newly uses or incorporates third party software, SNMP shall notify the Licensee of this change as soon as practicable but in any event will send notice to the Licensee of the change at the same time or prior to shipment of the new release of the Program to the Licensee.
- (d) To the best of SNMP's knowledge, the Program does not infringe any copyright of any third party. Should the Program become, or in SNMP's opinion be likely to become the subject of a claim of infringement on a copyright, SNMP may elect at its sole and exclusive option to:
  - i. procure for Licensee the right to continue to use the Program;
  - ii. replace or modify the Program, at no cost to Licensee, to make such program non-infringing, provided that the same function is performed by the replacement or modified Program; or
  - iii. if the right to continue to use cannot reasonably be procured or the Program cannot reasonably be replaced or modified, terminate the license to use such Program, accept its return, and refund a depreciated fee back to the Licensee based on a straight line three (3) year depreciation of the Initial License Fee.
- (e) SNMP will not have any liability to the Licensee under any provision of this clause if the infringement, or claim thereof, is based upon the use of the Program in combination with other equipment or software not provided by SNMP if such infringement or claim would not have occurred except for such use in combination or with the third party software identified above.
- (f) To the best of SNMP's knowledge, the Program does not infringe on any patent, trademark, trade secret, or other intellectual property right of any third party, but SNMP makes no warranties regarding this except that to the best of its knowledge, there are no adverse claims as to same.
- (g) The foregoing states the entire liability of SNMP with respect to infringement of copyrights, patents, trademarks, trade secrets, or other intellectual property rights by the Program or any part thereof or by its use.
- (h) Licensee agrees to preserve and reproduce the copyright notices contained in the Program Source and Software in the same form and location as any legend appearing on or in the original from which copies are made. If

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the combination of Source components yields Software components with multiple identical copyright notices in a single binary image, Licensee may take appropriate actions to suppress the generation of the redundant strings, using the techniques already embedded in the Source, so long as at least one of each unique copyright notice is generated in the Software and all copyright notices are retained in the Source. Notice shall be given in the supporting documentation that copying and distribution is by permission of SNMP Research International, Inc. and the relevant third parties.

8. Confidentiality and Non-Disclosure

The Licensee agrees that the Program and all related information received under this License Agreement has been developed by SNMP at great expenditures of time, resources, and money. Therefore, Licensee shall keep the Program Source received from SNMP, and the Sources of any Derivative Works, whether designated confidential or not, in the strictest confidence and will exercise the highest degree of care to safeguard the confidentiality of the Program Source and the Sources of any Derivative Works.

It is expressly understood and agreed that the strictures of confidentiality imposed by this License Agreement shall survive the termination of this License Agreement or any part thereof.

Licensee's obligation to maintain confidentiality shall not apply to any information or portion of the Program Source and the Sources of any Derivative Works

- i.) that is, or becomes, available to the public through no fault of or breach by Licensee, or
- ii.) which was in the possession of Licensee prior to the disclosure thereof by SNMP, or
- iii.) which was disclosed to Licensee by a third party having the right to make such disclosure, or
- iv.) which is independently developed by Licensee.

The Licensee agrees that it will take appropriate action with its employees and consultants, by agreement or otherwise, to satisfy its obligations under this License Agreement with respect to use, copying, transference, protection, and security of the Program Source, and any other materials provided to the Licensee by SNMP as a result of this License Agreement.

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9. Ownership and Title

SNMP shall provide Licensee with the Licensed Modules at the same time that SNMP provides the license. Title and copyright to the Program shall at all times remain with SNMP. All rights and title to the modifications, and only the modifications developed by Licensee, shall vest in Licensee. If Licensee elects to communicate suggestions, modifications, improvements, or corrections to the Licensed Modules back to SNMP, in any manner, SNMP shall have the right to use all such changes and modifications at its discretion without obligation to the Licensee, including, but not limited to, their incorporation into the distributions of the Program made generally available to Licensees, including distribution to third parties.

10. Exclusivity

This is a non-exclusive license. Nothing shall prevent SNMP from independently producing, selling, and distributing similar implementations without obligation to Licensee. Nothing shall prevent Licensee from independently producing, selling, and distributing similar products without obligation to SNMP. In the event that Licensee produces similar products, Licensee shall provide information to SNMP to authenticate that it was independently produced.

11. Acceptance Period and Money Back Guarantee

SNMP offers a money back guarantee in lieu of warranties. Licensee shall conduct acceptance tests of the Program following delivery for a period of not longer than thirty (30) days. If during the acceptance period, the Licensee finds that the Program does not meet Licensee's requirements for any reason, Licensee may, at Licensee's sole and exclusive option, return or certify in writing the destruction of all copies of the Program Source provided by SNMP to the Licensee, and all copies thereof, and all Derivative Works based on the Program Source in all forms in which case SNMP shall terminate the internal use and redistribution rights granted in this License Agreement, provide a timely refund of all monies received from the Licensee under this License Agreement, and cancel any outstanding invoices for amounts due under this License Agreement.

SNMP may deduct up to ten percent (10%) of the initial License fee as a restocking fee upon the exercise of the money back guarantee.

12. Location of Licensed Modules

The Sources of the Licensed Modules will be located within a fifty mile radius of the address stated in Attachment A. Licensee shall inform SNMP before the

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Sources of the Licensed Modules are moved to another location. Additional charges may apply if the Sources of the Licensed Modules are moved to and additional number of locations or to a non-U.S. location.

13. Publicity

Neither party shall divulge the material terms and conditions of this License Agreement without the prior written permission of the other party, except as required to exercise the rights contained herein. Disclosure by either SNMP or Licensee of the existence of this License Agreement without disclosure of its terms and conditions shall specifically be permitted and shall not constitute a breach of this paragraph.

14. Notices

Notices to be given under this License Agreement shall be in writing, and sent by prepaid registered or certified mail, return receipt requested. Notices shall be sent to the addresses of the parties listed in Attachment A.

All such notices shall be effective when received.

15. Enforcement

Failure at any time to enforce any of the provisions of this License Agreement or any right with respect thereto, or to exercise any option herein provided, will in no way be construed to be a waiver of such provisions, rights, or options or in any way to affect the validity of this License Agreement. The exercise of any rights or options under the terms or covenants herein shall not preclude or prejudice the exercising thereafter of the same or any other right under this License Agreement.

16. Default

- (a) If Licensee breaches any confidentiality, proprietary, or intellectual rights provisions of this License Agreement and does not correct such conditions within five days after receiving notice thereof from SNMP, SNMP shall have the right to exercise any one or more of the following remedies:
  - i. To terminate the Internal Use and Redistribution Rights found in paragraphs 2., Internal Use Rights and 3., Redistribution Rights and elsewhere in this License Agreement and require Licensee to return or provide written certification of the destruction of all copies of the Licensed Modules and Derivative Works in Licensee's possession;

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- ii. In the event of unauthorized use or distribution of the Licensed Modules or Derivative Works, SNMP shall have the right in addition to its other remedies, to recover from Licensee an amount not less than the sum that SNMP would have charged the person or persons obtaining the benefit of such unauthorized use of the Licensed Modules or Derivative Works plus any amount received by Licensee on account of such unauthorized use;
  - iii. To seek to have any threatened or actual breach by Licensee enjoined;
  - iv. To pursue any other remedy at law or in equity.
- (b) If Licensee breaches any payment, or other financial provision of this License Agreement not otherwise mentioned above, and does not correct such conditions within thirty days after receiving written notice thereof from SNMP, SNMP shall have the right to exercise any one or more of the following remedies:
- i. To terminate the Internal Use and Redistribution Rights found in paragraphs 2., Internal Use Rights and 3., Redistribution Rights and elsewhere in this License Agreement and require Licensee to return or provide written certification of the destruction of all copies of the Licensed Modules and Derivative Works in Licensee's possession;
  - ii. To pursue any other remedy at law or in equity.

17. Legal Expenses

In case legal action is taken by either party to enforce this License Agreement, all costs and expenses, including reasonable attorney's fees, incurred by the prevailing party in exercising any of its rights or remedies hereunder or in enforcing any of the terms, conditions, or provisions hereof shall be paid by the other party.

18. Severability

In the event that one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the law of jurisdiction governing the entire License Agreement, such unenforceability shall not affect any other provisions of this License Agreement, but this License Agreement shall then be construed as if such unenforceable provision or provisions had never been contained herein.

19. Captions

The captions in this License Agreement are for convenience only and shall not be construed to define or limit any of the terms herein.

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20. Rights in Technical Data and Computer Software

The Program is unpublished commercial computer software, which has been developed exclusively at private expense and is subject to restricted rights. Licensee shall mark the Licensed Modules distributed to government sublicensees with the following restricted rights legend: "Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in FAR 52.227-19(c)(1.2). Unpublished - rights reserved under the copyright laws of the United States." The rights of government sublicensees are further defined in DFARS 252.227-7013 and other corresponding governmental regulations.

21. Export and Re-export

The Licensee agrees to comply with any and all pertinent laws and regulations of the United States, including the regulations of the United States Department of Commerce with respect to the export of United States origin technical data and commodities.

Regardless of any disclosure made by Licensee to SNMP of the ultimate destination of the Program or Derivative Works thereof, the Licensee shall not export, re-export, or transfer, directly or indirectly, any portion of the Program or any system containing any portion of the Program, if those portions are subject to export restrictions in the then current regulations of the United States Department of Commerce or any other agency or department of the United States Government, without first obtaining export licenses as may be required, if any, under the applicable laws and regulations.

22. Entire Agreement

This License Agreement supersedes all prior agreements and understandings, oral or written, between the parties related to the subject matter hereof and is intended by the parties as the complete and exclusive statement of the terms of the License Agreement between the parties. This License Agreement shall not be modified, except by written agreement signed by both of the parties hereto.

If a conflict arises between the provisions of this License Agreement and any Purchase Orders issued under it, then the provisions of this License Agreement shall govern. The provisions on any Purchase Orders referenced in or issued under this License Agreement shall not amend this License Agreement or be binding upon the parties in any manner or to any degree.

23. Relationship of Parties

The relationship of the parties is that of independent contractors. No one party is the agent of the other and neither party is authorized to act on behalf of the other party.

24. Payment Terms

(a) In return for the above, Licensee shall pay to SNMP an initial one time fee plus royalties.

- i. Licensee shall pay to SNMP an initial license fee in the amount defined in Attachment A. The initial license fee shall be paid within 30 days of the effective date of this License Agreement, or if Licensee provides a purchase order number at the time of execution of this Agreement, within 30 days of receipt of an invoice from SNMP referencing the purchase order number so provided.
- ii. Licensee shall pay to SNMP a royalty according to one of the following royalty options. Licensee may switch between royalty options upon prior written notice and payment of any associated amount to SNMP. Until such notice and payment is received by SNMP the provisions of the Per-Copy Royalty Option shall be in force.

(b) Per-Copy Royalty Option

- i. Licensee shall pay a royalty in the amount given in Attachment C for each royalty-bearing copy distributed under the rights granted herein, which contains all, some, or part of the EMANATE/Lite Licensed Modules. The number of royalty units is cumulative. All royalties payable shall be net any return of copies to Licensee.
- ii. Licensee shall pay the Per-Copy Royalties quarterly, with payment due on April 30 for all copies created during the first quarter (January - March), July 31 for all copies created during the second quarter (April - June), October 31 for all copies created during the third quarter (July - September), and January 31 for all copies created during the fourth quarter (October - December).
- iii. Licensee shall make the quarterly Per-Copy Royalty payments without quarterly invoices from SNMP.
- iv. Payments of Per-Copy Royalties associated with a single Platform, paid in the year immediately preceding exercise of the option to convert to another royalty option, shall be once credited at fifty percent against the fees of the elected Paid-Up Royalty Option for the same Platform.

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(c) Paid-Up Royalty Option

- i. If Licensee pays to SNMP a Paid-Up Royalty of [REDACTED] per Platform, then Licensee may distribute in perpetuity an unlimited number of copies of the Licensed Modules and Derivative Works for that Platform, according to the provisions governing distribution as found elsewhere in this License Agreement.
  - ii. Licensee may purchase a Paid-Up Royalty on a first additional Platform for [REDACTED], and on additional Platforms for [REDACTED].
- (d) The redistribution of sources is prohibited under the terms of this License Agreement so there are no applicable royalties for the redistribution of sources.
- (e) Provided an amount due is not disputed in good faith by Licensee, and in addition to all other remedies, all payments received more than 45 days after their due date are subject to a monthly penalty of 1.5 percent of the amount due, compounded monthly, or the maximum allowed by law, whichever is less. This penalty will continue to accrue until the payment plus penalty is paid in full.
- (f) In the event of bankruptcy, no transfer of licenses granted herein shall be effective without the consent of SNMP, which consent shall not be unreasonably withheld.

25. Records and Audit

This section is not applicable during those periods when the Paid-Up Royalty option is in effect.

Licensee shall keep and maintain all appropriate books and records necessary for the verification of the license fees due SNMP for a period of three years following the quarterly period to which such records relate.

SNMP shall be entitled to an annual report from the Licensee's certified public accountant, prepared at Licensee's expense, which reviews the Licensee's books solely for the purposes of verifying the accuracy of the license fees paid to SNMP. Alternatively, SNMP, at its request, may elect to request SNMP's independent certified public accountant to review Licensee's annual audit by Licensee's independent certified public accountant for the sole purpose of verifying the accuracy of the license fees paid to SNMP. In either case, the certified public accountant shall only provide information to the parties concerning whether all license fees have been paid to SNMP and the amount of any underpayment or overpayment. Such review shall be conducted during the Licensee's normal business hours upon

reasonable notice of at least thirty days to Licensee. Any underpayment or overpayment shall be reflected in the next quarterly payment made by the Licensee. If such review verifies an error of greater than five percent (5%) of the License fees actually paid to SNMP, the cost of such review shall be paid for by the Licensee; otherwise, such costs shall be paid for by SNMP. All information provided pursuant to the computation of royalties, including information about the numbers of units shipped by the Licensee, shall be maintained in confidence by SNMP, except as may be required to enforce the payment obligations stipulated in this License Agreement.

26. Governing Law

The terms herein will be governed by the laws of the State of Tennessee and the United States of America.

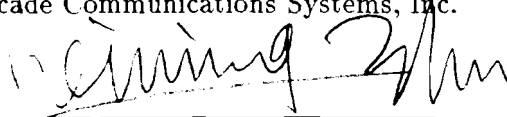
27. Effective Date

The effective date of this License Agreement shall be the latter of the dates it is executed by the respective parties.

PURCHASE ORDER NUMBER: \_\_\_\_\_

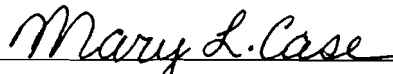
**ATTEST:**

LICENSEE: Brocade Communications Systems, Inc.

BY:   
signed

Jieming Zhu  
Printed/Typed  
TITLE: VP. Software Development  
DATE: 3/9/01

LICENSOR: SNMP Research International, Inc.

BY:   
Mary L. Case, Chief Executive Officer

DATE: 3/10/01

## **Attachment A**

### **Licensee Name and Address:**

Brocade Communications Systems, Inc.  
1745 Technology Dr.  
San Jose, CA 95110

### **Licensed Modules:**

Licensed Modules are portions of the Program which are licensed under the terms of this License Agreement and include:

Cross Development Tools for Solaris (Sparc) and Windows NT,  
EMANATE-Lite for Red Hat Linux 5.2,  
documentation,  
other portions of the Program, if any.

### **Payment Terms:**

Initial Fees: [REDACTED] (U.S.)  
Plus  
Royalties as shown in Attachment C

### **Notices**

For Licensee: Stephanie Knauss  
Brocade Communications Systems, Inc.  
1745 Technology Dr.  
San Jose, CA 95110

For Licensor: Mary L. Case  
SNMP Research International, Inc.  
3001 Kimberlin Heights Road  
Knoxville, Tennessee 37920

### **Location of the Licensed Modules**

Brocade Communications Systems, Inc.  
1745 Technology Dr.  
San Jose, CA 95110

## Attachment B

The following copyright notices are by way of example, and not limitation.

Sample 1:

The ISODE is openly available but is **NOT** in the public domain. You are allowed and encouraged to take this software and build commercial products. However, as a condition of use, you are required to “hold harmless” all contributors.

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ALL CONTRIBUTORS DISCLAIM ALL WARRANTIES WITH REGARD TO THIS SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. IN NO EVENT SHALL ANY CONTRIBUTOR BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

As used above, “contributor” includes, but is not limited to:

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The Northrop Corporation  
NYSERNet, Inc.  
Performance Systems International, Inc.  
University College London  
The University of Nottingham  
The Wollongong Group, Inc.  
Marshall T. Rose

In particular, the Northrop Corporation provided the initial sponsorship for the ISODE and the Wollongong Group, Inc., also supported this effort. The ISODE receives partial support from the U.S. Defense Advanced Research Projects Agency and the Rome Air Development Center of the U.S. Air Force Systems Command under contract number F30602-88-C-0016 to NYSERNet Inc.

Sample 2:

DES:

```
/* Software DES functions
 * written 12 Dec 1986 by Phil Karn, KA9Q; large sections adapted from
 * the 1977 public-domain program by Jim Gillogly
 */
```

Sample 3:

MD5:

Duplicated with permission. Customers should consult competent legal counsel before shipping derivative works of this software internationally.

```
/*
*****
** Copyright (C) 1990, RSA Data Security, Inc. All rights reserved.  **
**                                                                    **
** License to copy and use this software is granted provided that    **
** it is identified as the "RSA Data Security, Inc. MD5 Message-     **
** Digest Algorithm" in all material mentioning or referencing this  **
** software or this function.                                         **
**                                                                    **
** License is also granted to make and use derivative works         **
** provided that such works are identified as "derived from the RSA  **
** Data Security, Inc. MD5 Message-Digest Algorithm" in all         **
** material mentioning or referencing the derived work.             **
**                                                                    **
** RSA Data Security, Inc. makes no representations concerning      **
** either the merchantability of this software or the suitability   **
** of this software for any particular purpose. It is provided "as  **
** is" without express or implied warranty of any kind.             **
**                                                                    **
** These notices must be retained in any copies of any part of this **
** documentation and/or software.                                    **
*****
*/
```

**Attachment C**  
**PER COPY ROYALTIES**

Unless the provisions of the Paid-Up Royalty option are satisfied, royalties shall be paid for every binary copy shipped under the rights granted herein which contains all, some, or part of the EMANATE/Lite Licensed Modules as per the following chart (in U.S. \$):

Qty From	To	Royalty per Unit
1	and up	■

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Date:

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## AMENDMENT 1 TO LICENSE AGREEMENT

SNMP Research International, Inc. (hereinafter SNMP) and Brocade Communications Systems, Inc. (hereinafter Licensee) do hereby enter into this AMENDMENT as of the latter of the dates it is executed by the respective parties.

Whereas, SNMP and Licensee have previously entered into a License Agreement dated February 23, 2001 ("Agreement") and wish to expand the scope of the relationship described therein,

Now, therefore, SNMP and Licensee do hereby agree as follows:

### 1. Application of Agreement

- (a) All provisions of the Agreement not specifically altered or replaced by this Amendment shall be applicable to the subject matter of this Amendment. This Amendment shall not alter the provisions of the Agreement with respect to the subject matter of the Agreement. Those terms defined in the Agreement shall retain their definition in this Amendment.
- (b) The provisions of this Amendment are to be applied in addition to the provisions of the Agreement with regard to the subject matter of this Amendment. Wherever the provisions of this Amendment and the Agreement may be contradictory, the provisions of this Amendment shall have precedence over the provisions of the Agreement with regard to the subject matter of this Amendment.

### 2. Definitions

- (a) "Domestic Licensed Modules" refers to that portion of the Program which are licensed under the terms of the Agreement for Licensee's project on the Brocade Fabric operating system and the PowerPC hardware platform and which consists of

Source Code EMANATE®/Lite for 32-bit Red Hat Linux (80X86),  
Binary Code SNMP Utilities and MIB Tools for 32-bit Solaris (SPARC),  
Binary Code SNMP Utilities and MIB Tools for 32-bit Microsoft  
Windows (80X86),  
documentation,  
other portions of the Program, if any.

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SNMP Research International, Incorporated

3001 Kimberlin Heights Road Knoxville, Tennessee 37920-9716

Voice: +1 865 579 3311 Fax: +1 865 579 6565 E-mail: info@snmp.com

- (b) "International Version" refers to that portion of the Program distributed by SNMP on media labeled "international", "export", or a similar label.
- (c) "Amendment 1 Licensed Modules" refers to:

International Version Source Code EMANATE<sup>®</sup>/Lite for 32-bit Red Hat Linux (80X86),  
International Version Binary Code SNMP Utilities and MIB Tools for 32-bit Solaris (SPARC),  
documentation,  
other portions of the Program, if any.

Any Amendment 1 Licensed Modules that SNMP may provide to Licensee in accordance with the terms of a software maintenance agreement, or otherwise, are for Licensee's project on the Brocade Fabric operating system and the PowerPC hardware platform and shall be subject to the terms and conditions of the Agreement and this Amendment.

- (d) "Licensed Modules" refers to:
  - i. the Domestic Licensed Modules, and
  - ii. the Amendment 1 Licensed Modules.
- (e) "Contractor" refers to a third party selected by Licensee who, having executed an appropriate agreement with Licensee becomes entitled to certain rights and acquires certain responsibilities with respect to the Licensed Modules. "Contractor" may be referred to as a consultant in the Agreement.

### 3. Internal Use Rights

The following paragraph shall be added to section 2., "Internal Use Rights" in the License Agreement.

Licensee may use Contractor(s) in the development process of the Brocade Fabric project without additional written permission from SNMP. Licensee's current Contractor is listed below.

Licensee agrees that it will not establish a Contractor relationship with any company, other than SNMP Research International, Inc., if Licensee knows it manufactures Simple Network Management Protocol development tools as commercial products. More specifically this means:

- The purpose of this provision is to keep SNMP's intellectual property including documentation confidential with regard to its competitors,

- An SNMP competitor is not allowed to have access to the Licensed Modules development tools and documentation, and
- Licensee may obtain and use Simple Network Management Protocol development tools from sources other than SNMP without regard to the restrictions imposed in this section.

Licensee's Contractor is:

Wipro Technologies  
No.70/1,2,3,4 & 84/1,2,3,4,  
KEONICS Electronics City,  
Bangalore, 560 100  
India

#### 4. Payment Terms

In return for the rights granted herein and in addition to the previously paid fees, Licensee shall pay to SNMP an initial one time fee of [REDACTED] (U.S.). The one time fee shall be paid within 30 days of the receipt of invoice; and invoice shall be rendered on the Effective Date of this Amendment.

#### 5. Sales or Use Taxes

Amendment 1 shall be deemed to have been entered into in California, the state of Licensee's principal place of business. Licensee agrees to pay, and to indemnify and hold Licensor harmless from and against all sales and use taxes imposed upon or with respect to this amendment or the consummation of the transactions herein contemplated.

#### 6. Effective Date

The Effective Date of this Amendment shall be the latter of the dates it is executed by the respective parties.

#### 7. Entire Agreement

This Amendment and the Agreement are the complete and entire understanding between the parties on the subject matter of this Amendment, and supersede all prior agreements, whether written or oral, concerning the subject matter hereof.

#### 8. Governing Law

The terms herein will be governed by the laws of the State of Tennessee and the United States of America.

PURCHASE ORDER NUMBER: \_\_\_\_\_

LICENSEE: Brocade Communications Systems, Inc.

BY: \_\_\_\_\_

signed

Guru Pangal

Printed/Typed

TITLE: \_\_\_\_\_

VP of Software Development

DATE: \_\_\_\_\_

12/7/04

SNMP: SNMP Research International, Inc.

BY: \_\_\_\_\_

Mary L. Case  
Mary L. Case, Chief Executive Officer

DATE: \_\_\_\_\_

December 8, 2004

# SNMP Research International



Effective

Date: 10 / 4 / 06

## AMENDMENT 2 TO LICENSE AGREEMENT

SNMP Research International, Inc. (hereinafter SNMP) and Brocade Communications Systems, Inc. (hereinafter Licensee) do hereby enter into this Amendment 2 as of the latter of the dates it is executed by the respective parties.

Whereas, SNMP and Licensee have previously entered into a License Agreement dated February 23, 2001 ("Agreement") and wish to add a license to additional Licensed Modules and documentation, subject to the following provisions:

Now, therefore, SNMP and Licensee do hereby agree as follows:

### 1. Application of Agreement

- (a) All provisions of the Agreement not specifically altered or replaced by this Amendment shall be applicable to the subject matter of this Amendment. This Amendment shall not alter the provisions of the Agreement with respect to the subject matter of the Agreement. Those terms defined in the Agreement shall retain their definition in this Amendment.
- (b) The provisions of this Amendment are to be applied in addition to the provisions of the Agreement with regard to the subject matter of this Amendment. Wherever the provisions of this Amendment and the Agreement may be contradictory, the provisions of this Amendment shall have precedence over the provisions of the Agreement with regard to the subject matter of this Amendment.

### 2. Definitions

- (a) "Amendment 2 Licensed Modules" refers to that portion of the Program which are licensed under the terms of the Agreement for Licensee's project on the Brocade Fabric operating system and the PowerPC hardware platform and which consists of

Source Code IPv6 option for previously licensed EMANATE<sup>®</sup>/Lite for 32-bit Red Hat Linux (80X86),  
documentation,  
other portions of the Program, if any.

Any Amendment 2 Licensed Modules that SNMP may provide to Licensee in accordance with the terms of a software maintenance agreement are for Licensee's project on the Brocade Fabric operating system and the PowerPC hardware platform and shall be subject to the terms and conditions of the Agreement.

---

SNMP Research International, Incorporated

3001 Kimberlin Heights Road Knoxville, Tennessee 37920-9716

Voice: +1 865 579 3311 Fax: +1 865 579 6565 E-mail: info@snmp.com

(b) "Licensed Modules" refers to:

- i. the Licensed Modules defined in the Agreement, and
- ii. the Amendment 2 Licensed Modules.

3. Payment Terms

In return for the rights granted herein and in addition to the previously paid fees, Licensee shall pay to SNMP an initial one time fee of [REDACTED] (U.S.). The one time fee shall be paid within 30 days of the receipt of invoice; and invoice shall be rendered on the Effective Date of this Amendment.

4. Effective Date

The Effective Date of this Amendment 2 shall be the latter of the dates it is executed by the respective parties.

5. Entire Agreement

This Amendment and the Agreement are the complete and entire understanding between the parties on the subject matter of this Amendment, and supersede all prior agreements, whether written or oral, concerning the subject matter hereof.

PURCHASE ORDER NUMBER: 1016028

**LICENSEE:** Brocade Communications Systems, Inc.

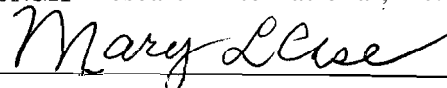
BY:   
signed

Zaid Hussain  
Printed/Typed


TITLE: VP of Engineering

DATE: 8/30/06

**SNMP:** SNMP Research International, Inc.

BY:   
Mary L. Case, Chief Executive Officer

DATE: 10-4-2006

 Brocade Legal  
By  8/28/06

# SNMP Research International

## AMENDMENT 3 TO LICENSE AGREEMENT

SNMP Research International, Inc. (hereinafter "SNMP") hereby grants to Brocade Communication Systems, Inc. (hereinafter "Licensee"), in addition to the license previously granted under a License Agreement dated March 10, 2001, as amended by Amendment 1 and Amendment 2 (hereinafter "Agreement"), a license to additional Licensed Modules and documentation, subject to the following provisions:

### 1. Application of Agreement

- (a) The provisions of this Amendment 3 are to be applied in addition to the provisions of the Agreement. Wherever the provisions of this Amendment 3 and the Agreement may be contradictory, the provisions of this Amendment 3 shall have precedence over the provisions of the Agreement.
- (b) Those terms defined in the Agreement shall retain their definition in this Amendment 3.

### 2. Definitions

- (a) "Amendment 3 Licensed Modules" are for use with Licensee's project on the Brocade Fabric operating system and the PowerPC hardware platform, and include:
  - i. EMANATE<sup>®</sup> Sources for 32-bit Red Hat Linux (80X86)
  - ii. Native Agent Adapter Sources for 32-bit Red Hat Linux (80X86),
  - iii. Developer documentation,
  - iv. User documentation, and
  - v. any other material provided by SNMP.
- (b) "Licensed Modules" refers to:
  - i. the Licensed Modules defined in the Agreement, and
  - ii. the Amendment 3 Licensed Modules.
- (c) "Contractor" refers to a third party selected by Licensee who, having executed an appropriate agreement with Licensee becomes entitled to certain rights and acquires certain responsibilities with respect to the Licensed Modules. "Contractor" may be referred to as a consultant in the Agreement.

### 3. Internal Use Rights

The following paragraph shall be added to section 2., "Internal Use Rights" in the License Agreement.

---

SNMP Research International, Incorporated  
3001 Kimberlin Heights Road Knoxville, Tennessee 37920-9716  
Voice: +1 865 579 3311 Fax: +1 865 579 6565 E-mail: info@snmp.com

Licensee may use Contractor(s) in the development process without additional written permission from SNMP. Licensee's current Contractor is:

Wipro Technologies  
No.70/1,2,3,4 & 84/1,2,3,4,  
KEONICS Electronics City,  
Bangalore, 560 100  
India

Licensee agrees that it will not establish a Contractor relationship with any company, other than SNMP Research International, Inc., who manufactures Simple Network Management Protocol development tools as commercial products. More specifically this means:

- The purpose of this provision is to keep SNMP's intellectual property including documentation confidential with regard to its competitors,
- An SNMP competitor is not allowed to have access to the Licensed Modules development tools and documentation, and
- Licensee may obtain and use Simple Network Management Protocol development tools from sources other than SNMP without regard to the restrictions imposed in this section.

#### 4. Redistribution Rights

Licensee has the right to distribute binary copies of the Licensed Modules and Derivative Works in Software form for Licensee's project on the Brocade Fabric operating system and the PowerPC hardware platform according to the rights granted in the Agreement except that no Binary Redistribution Rights are granted with respect to the Developer Documentation or the development tools.

Licensee does not have the right to redistribute the Amendment 3 Licensed Modules in Source form.

#### 5. Acceptance Period and Money Back Guarantee

For the Amendment 3 Licensed Modules, SNMP offers a money back guarantee in lieu of warranties. Licensee shall conduct acceptance tests of the Licensed Modules following delivery, or a date not to extend past May 31, 2010 for a period of not longer than ninety (90) days. If during the acceptance period, the Licensee

finds that the Licensed Modules do not meet Licensee's requirements for any reason, Licensee may, at Licensee's sole and exclusive option, return or certify in writing the destruction of all copies of the Licensed Modules provided by SNMP to the Licensee, and all copies thereof, and all Derivative Works based on the Licensed Modules in all forms in which case SNMP shall terminate the internal use and redistribution rights granted in this License Agreement, provide a timely refund of all monies received from the Licensee under this License Agreement, and cancel any outstanding invoices for amounts due under this License Agreement.

6. Confidentiality

The following is added to Section 8 of the 2001 Agreement, Confidentiality and Non-Disclosure.

"Software, Source, and any data or databases contained therein shall be maintained in strict confidence and will not be disclosed to any third party without the express written consent of SNMP. Access to the Software, Source, data and databases will be limited to only Licensee's employees, consultants, and Contractors who are bound by an agreement including confidentiality terms at least as protective as those in the Agreement and who have a need to have access to the Software, Source, data, and databases. The Software, Source, data, and databases will be uninstalled and fully removed from any computers, disk drives, printouts, or any form of media before it becomes no longer under Licensee's control, whether by sale, gift, liquidation, or otherwise. It is expressly understood and agreed that the strictures of confidentiality imposed by this Agreement shall survive the termination of this Agreement or any part thereof."

7. Assignment

The following is inserted as a new Section 28, Assignment, of the 2001 Agreement:

"The Agreement and this Amendment may not be transferred or assigned by Licensee without SNMP's prior written consent, which shall not be unreasonably withheld, and any action or conduct in violation of the foregoing shall be void and without effect. Transfers of rights under this Agreement with consent of SNMP are effective only upon execution of an appropriate transfer amendment. Merger or acquisition of, by, or with Licensee involving another company is agreed to be a transfer of rights under this Agreement which requires a written agreement.

"SNMP expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder."

8. Location of the Amendment 3 Licensed Modules

The Amendment 3 Licensed Modules will be located at:

Brocade Communication Systems, Inc.  
1745 Technology Drive  
San Jose, CA 95110

and at Licensee's Contractor:

Wipro Technologies  
No.70/1,2,3,4 & 84/1,2,3,4,  
KEONICS Electronics City,  
Bangalore, 560 100  
India

Licensee shall inform SNMP before the Amendment 3 Licensed Modules are moved to another location. Additional charges may apply.

9. Section 13 of the 2001 Agreement, Publicity, is entirely replaced by the following:

"Neither party shall divulge the material provisions of this Agreement to any third party or parties without the prior written permission of the other party, except as required to exercise the rights contained herein or as required by law.

"Disclosure by either party of the existence of this Agreement without disclosure of its terms and conditions shall specifically be permitted and shall not constitute a breach of this section. Nothing herein shall prohibit SNMP from disclosing to third parties that Licensee is a customer. Nothing herein shall prohibit Licensee from disclosing to third parties that SNMP is a supplier.

"Licensee may not use SNMP's name in any publications, advertisements, or other announcements without SNMP's prior written consent. Licensee does not have any rights to use any SNMP trademarks or logos.

"Notwithstanding anything to the contrary herein, each party shall have the right to disclose the terms and conditions of the Agreement, as amended, to

- (a) its employees, directors, consultants, Contractors, attorneys, accountants, and other professional advisors, and
- (b) investors, potential investors, and their professional advisors, only to the extent necessary in connection with a potential financing, acquisition, merger, or public offering

provided that each recipient is subject to written obligations of confidentiality which are no less restrictive than those set forth in this Agreement, as amended, and each recipient has a legitimate business need to have access to the information."

10. Payment Terms

In return for the rights granted herein and in addition to the previously paid fees, Licensee shall pay to SNMP an initial one time fee of [REDACTED] (U.S.), to be paid within thirty days of the Effective Date.

Licensee shall also pay per-copy royalties for each copy (other than copies for archival, testing, or back-up purposes) created under the rights granted herein; i.e., for each binary copy produced which contains all, some, or part of these Amendment 3 Licensed Modules or Derivative Works thereof.

(a) EMANATE® Royalty Schedule

Royalties shall be paid for every EMANATE® binary copy created under the rights granted herein which contains all, some, or part of the EMANATE® Licensed Modules as per the following chart (in U.S. \$):

Qty From	To	Royalty per Unit
1	2000	[REDACTED]
2001	5000	[REDACTED]
5001	10000	[REDACTED]
10001	and up	[REDACTED]

This chart represents a reduction in the royalty on each copy purchased in excess of the accumulated "Qty From" amount. It does not indicate a discount on all copies purchased if a single order is in excess of the "Qty From" amount.

11. Effective Date

The Effective Date of this Amendment shall be the latter of the dates it is executed by the respective parties.

12. Entire Agreement

This Amendment and the Agreement are the complete and entire understanding between the parties on the subject matter of this Amendment, and supersede all prior agreements, whether written or oral, concerning the subject matter hereof.

### 13. Governing Law

Section 26 of the 2001 Agreement is entirely replaced by the following:

"This Agreement, as amended, is entered into in the State of Tennessee, and the rights and obligations of the parties to it shall be governed by, construed, interpreted, and enforced in accordance with the common and statutory law in force in the State of New York and the controlling federal laws of United States of America without regard to the principles of conflict of laws of any jurisdiction. For actions arising out of or related to the subject matter of this Agreement, as amended, the parties hereby agree to be subject to sole and exclusive jurisdiction and venue lying in the State and Federal courts in Knox County, Tennessee, U.S.A., and hereby agree to service of process in accordance with the rules of such courts. Nothing herein shall alter, change, or be deemed inconsistent with the application of New York law as the governing law of this Agreement.

"The application of the UN Convention on Contracts for the International Sale of Goods is specifically disclaimed and shall not govern or apply to the portions of the Licensed Modules provided in connection with this Agreement, including the warranty terms herein."

PURCHASE ORDER NUMBER: \_\_\_\_\_

**LICENSEE:** Brocade Communication Systems, Inc.

BY: \_\_\_\_\_

signed

BROCADE LEGAL

By M. S. [Signature]

Date 29 April 2010



Dilip Chaturvedi

Printed/Typed

**TITLE:** \_\_\_\_\_

VP Software

**DATE:** \_\_\_\_\_

4/30/10

**SNMP:** SNMP Research International, Inc.

BY: \_\_\_\_\_

Mary L. Case

Mary L. Case, Chief Executive Officer

**DATE:** \_\_\_\_\_

April 30, 2010

# SNMP Research International

## AMENDMENT 4 TO LICENSE AGREEMENT

This Amendment 4, entered into in the State of Tennessee, is by and between SNMP Research International, Inc. (hereinafter "SNMPRI") a Tennessee corporation, with principal offices at 3001 Kimberlin Heights Road, Knoxville, Tennessee 37920-9716, and Brocade Communication Systems, Inc. (hereinafter "Brocade"), with corporate offices at 130 Holger Way, San Jose, California 95134.

WHEREAS SNMPRI previously entered into an agreement with Brocade with an effective date of March 10, 2001, and subsequently amended as follows:

- Amendment 1 with an effective date of December 8, 2004
- Amendment 2 with an effective date of October 4, 2006
- Amendment 3 with an effective date of April 30, 2010

The initial agreement, and all amendments entered into by SNMPRI and Brocade prior to the date hereof, shall be hereinafter referred to as the "Agreement."

Now, therefore, SNMPRI and Brocade, in consideration of the terms and conditions herein, agree as follows:

### 1. Application of Agreement

- (a) All provisions of the Agreement not specifically altered or replaced by this Amendment shall remain in full force and effect. Terms defined in the Agreement shall retain their definition in this Amendment.
- (b) Wherever the provisions of this Amendment and the Agreement may be contradictory, the provisions of this Amendment shall have precedence over the provisions of the Agreement.

### 2. Termination of Rights

- (a) Brocade hereby represents, warrants, and covenants that it will not use any of its rights with respect to the Amendment 3 Licensed Modules or create additional copies of the Amendment 3 Licensed Modules pursuant to Amendment 3, or exercise internal use rights, binary distribution rights, or other rights with respect to such Amendment 3 Licensed Modules.  
The Amendment 3 Licensed Modules pursuant to Amendment 3, as the case may be, are hereinafter referred to as the "Terminated Modules."

- (b) As Brocade has agreed not to use or to create additional copies of the Terminated Modules or otherwise exercise its rights pertaining to the Terminated Modules under the Agreement pertaining to the Terminated Modules, Brocade's Internal Use Rights, Binary Distribution Rights, and other rights pertaining to the Terminated Modules under the Agreement are hereby terminated.
- (c) Brocade's obligation to provide quarterly royalty reports and an annual royalty report are terminated with respect to the Terminated Modules. This Amendment does not relieve Brocade of any of its other obligations under the Agreement.
- (d) All representations, warranties, and covenants of SNMPRI under the Agreement are hereby terminated, excepting only representations, warranties, and covenants that pertain to Licensed Modules that are not Terminated Modules.

### 3. Destruction of Terminated Modules

Brocade certifies the destruction or return of all copies of the Terminated Modules, including documentation and Derivative Works, in all forms, including, but not limited to both Source and Software, in all types of storage and media.

### 4. Termination Fee

Brocade shall pay SNMPRI a one-time Termination Fee in the amount of [REDACTED] (USD) within 30 days of the latter of the dates of the signatures, below.

### 5. Entire Agreement

This Amendment and the Agreement are the complete and entire understanding between the parties on the subject matter of this Amendment, and supersede all prior agreements, whether written or oral, concerning the subject matter hereof.

### 6. Effective Date

The Effective Date of this Amendment is the latter of the dates it is executed by the respective parties.

ATTEST:

Brocade: Brocade Communication Systems, Inc.

BY:   
signed

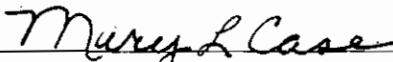
Jung Hsu  
Printed/Typed

TITLE: V.P. Software

DATE: 6/26/2015

ATTEST:

SNMPRI: SNMP Research International, Incorporated

BY:   
Mary L. Case  
Chief Executive Officer

DATE: June 29, 2015

# SNMP Research International

EFFECTIVE

DATE: 6/30/15

## AMENDMENT FIVE TO BROCADE COMMUNICATIONS SYSTEMS LICENSE AGREEMENT <sup>1</sup>

This Amendment 5, entered into in the State of Tennessee, is by and between SNMP Research International, Inc. (hereinafter "SNMP") a Tennessee corporation, with principal offices at 3001 Kimberlin Heights Road, Knoxville, Tennessee 37920-9716, and Brocade Communication Systems, Inc. (hereinafter "Licensee"), with corporate offices at 130 Holger Way, San Jose, California 95134.

WHEREAS SNMP previously entered into an agreement with Licensee with an effective date of March 10, 2001, and subsequently amended as follows:

- Amendment 1 with an effective date of December 8, 2004
- Amendment 2 with an effective date of October 4, 2006
- Amendment 3 with an effective date of April 30, 2010
- Amendment 4 with an effective date in June, 2015

The initial agreement, and all amendments entered into by SNMP and Licensee prior to the date hereof, shall be hereinafter referred to as the "Agreement."

Now, therefore, SNMP and Licensee, in consideration of the terms and conditions herein, agree as follows:

### 1. Application of Agreement

- (a) The provisions of this Amendment Five are to be applied in addition to the provisions of the Agreement. Wherever the provisions of this Amendment Five and the Agreement may be contradictory, the provisions of this Amendment Five shall have precedence over the provisions of the Agreement.
- (b) Those terms defined in the Agreement shall retain their definition in this Amendment Five.

### 2. Definitions

The following definitions are added to section 1, Definitions, of the Agreement.

<sup>1</sup>License Agreement has an Effective Date of March 10, 2001

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SNMP Research International, Incorporated  
3001 Kimberlin Heights Road Knoxville, Tennessee 37920-9716  
Voice: +1 865 579 3311 Fax: +1 865 579 6565 E-mail: info@snmp.com

- (a) "Amendment Five Licensed Modules" means the following:
  - i. EMANATE-Lite™ Source Code for 32-bit Red Hat Linux,
  - ii. EMANATE-Lite™ cross development tools for 32-bit Red Hat Linux,
  - iii. EMANATE-Lite™ Developer documentation,
  - iv. EMANATE-Lite™ User documentation, and
  - v. any other material provided by SNMP associated with this Amendment 5.
- (b) "Authorized Platforms" refers to a Linux-based operating system that runs on or with a PowerPC or X86 based processor.  
In the singular it refers to either Authorized Platform.
- (c) "Products" refers to products of Licensee which incorporate the Amendment Five Licensed Modules that execute on an Authorized Platform.

### 3. Modification of a Previous Definition

In Amendment 1 Section 2, Definitions, the definition of (c) Contractor is replaced, in its entirety, with the following:

- (e) "Contractor" refers to a third party selected by Licensee who, having entered into an appropriate written agreement with Licensee will comply with this Amendment 5 and the Agreement. A Contractor works on a Licensee's project which rightfully uses the Licensed Modules.

A Contractor is entitled to certain rights no greater than those granted to Licensee's own employees and acquires certain responsibilities no less than those granted to Licensee's own employees with respect to the Licensed Modules as granted in the Agreement and this Amendment 5. "Contractor" may be referred to as a consultant in the Agreement.

It is agreed that:

- (a) During the term of the Contractor relationship Licensee assumes full responsibility with regard to Contractor's actions with regard to the Agreement and this Amendment 5.
- (b) The Contractor's rights are limited to the scope of the work assigned by Licensee.
- (c) Licensee may exercise its rights to prepare Derivative Works of the Licensed Modules including the Amendment Five Licensed Modules through such third party Contractors provided that the Contractor(s) shall have no other rights to use, retain, or access any other intellectual property rights with

respect to the Licensed Modules, including the Amendment Five Licensed Modules and Derivative Works thereof, except within the scope of its work for the Licensee and shall have no right to the Residuals.

- (d) At the end of the term of the Contractor relationship, the Contractor shall return to Licensee or destroy all copies of the Licensed Modules, including the Amendment Five Licensed Modules, and destroy all copies and all Derivative Works, as defined in the License Agreement, made from those Licensed Modules, including the Amendment Five Licensed Modules.

#### 4. Internal Use Rights

The following is added to section 2, Internal Use Rights, of the Agreement.

Subject to the terms and conditions of this Agreement, SNMP grants Licensee an irrevocable (except as provided herein), non-exclusive, non-transferable, royalty-free, and worldwide license to use, execute, reproduce, display, perform, prepare Derivative Works based upon, and distribute internally, copies of the Amendment Five Licensed Modules in either Source or Software forms, on the Authorized Platforms, provided that Licensee shall not distribute or transfer them to any person or persons outside Licensee's organization without prior written permission from SNMP except as provided by the Agreement.

#### 5. Replacement of a sentence in Internal Use Rights

The following exchange modifies section 2., "Internal Use Rights" in the License Agreement.

The sentence to be added is:

"Licensee may use Contractor(s) in the development process of the Licensed Modules and Derivative Works thereof, including the Amendment Five Licensed Modules and Derivative Works thereof for the Brocade Fabric project or on the Authorized Platforms without additional written permission from SNMP."

The sentence to be deleted from Amendment 1 is:

"Licensee may use Contractor(s) in the development process of the Brocade Fabric project without additional written permission from SNMP."

#### 6. Redistribution Rights

The following is added to section 3, Binary Redistribution Rights, of the Agreement.

Subject to the terms and conditions of this Agreement, SNMP grants Licensee an irrevocable (except as provided herein), non-exclusive, non-transferable, royalty-free, and worldwide license to use, execute, reproduce, display, perform, prepare Derivative Works based upon, and distribute internally and externally, copies of the Amendment Five Licensed Modules and Derivative Works thereof in Software form in Products.

These redistribution rights specifically include SNMP granting the Licensee the right to sublicense the Amendment Five Licensed Modules and Derivative Works thereof in Software form to its customers in association with the acquisition of Licensee's Products so long as the Licensee's sublicensing terms and conditions are at least as restrictive as those of this License Agreement.

No rights are granted to redistribute MIBGuide or the development tools in any form.

No rights are granted for the distribution of the Amendment Five Licensed Modules and Derivative Works thereof in Source form to any third party.

All rights not expressly granted with Redistribution Rights are reserved from Redistribution Rights.

#### 7. Location of the Amendment Five Licensed Modules

For the purpose of using the Internal Use Rights granted in the Agreement, and from the effective date of this Amendment Five, the Licensed Modules including the Amendment Five Licensed Modules shall be located at any, or all, of the following locations ("Authorized Locations"):

- (a) Brocade Communication Systems, Inc.  
130 Holger Way  
San Jose, CA 95134
- (b) Brocade Communications Systems Private Limited.  
SEZ Unit 1, 2 & 3, 4th to 11th floor of the building AMBER  
Survey No. 34/1, at Bagmane Developers Pvt Ltd SEZ  
Bagmane World Technology Centre, Mahadevapura, K.R.Puram  
Bangalore, 560 037  
India

- (c) HCL Technologies  
602/3, ELCOT, SEZ Unit - I  
Shollinganallur - Medavakkam High Road  
Chennai  
Tamil Nadu 600119  
India
- (d) HCL Technologies (Ambattur-6)  
No: 8, MTH Road  
Chennai  
Tamil Nadu 600058  
India

Licensee shall inform SNMP before the Amendment Five Licensed Modules are moved to a different location or additional locations. Additional charges for additional development locations may apply.

The charge for each additional development location as of the Effective Date of this Amendment 5 is [REDACTED] and such charge shall not increase more than ten percent (10%) per year.

Licensee and its contractors may access the Licensed Modules and the Amendment Five Licensed Modules remotely provided that all copies of the Source and the cross development tools in all forms shall remain only on servers at the Authorized Locations.

8. Change in Licensee's Corporate Address

From the Effective Date of this Amendment Five Licensee's corporate address and notification address shall be:

Attention: Legal Department  
Brocade Communication Systems, Inc.  
130 Holger Way  
San Jose, CA 95134

with a courtesy copy to:

Corporate Procurement  
Brocade Communication Systems, Inc.  
130 Holger Way  
San Jose, CA 95134

9. Payment Terms

In return for the rights granted herein and in addition to the previously paid fees, Licensee shall pay to SNMP a license fee of [REDACTED] (U.S.), to be paid within thirty days of the Effective Date of this Amendment 5. No further license fees shall be due and payable for the licenses granted under the Agreement.

No per-copy royalties are owed in association with this Amendment 5 license grant.

10. Effective Date

The Effective Date of this Amendment Five shall be the latter of the dates it is executed by the respective parties.

11. Entire Agreement

This Amendment and the Agreement are the complete and entire understanding between the parties on the subject matter of this Amendment, and supersede all prior agreements, whether written or oral, concerning the subject matter hereof.

All the WHEREAS clauses are hereby incorporated into the Agreement and this Amendment 5 by reference.

PURCHASE ORDER NUMBER: \_\_\_\_\_

LICENSEE: Brocade Communication Systems, Inc.

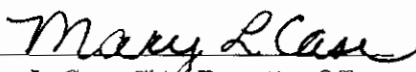
BY:   
signed

Jing Hsu  
Printed/Typed

TITLE: V. P. software

DATE: 6/26/2015

SNMP: SNMP Research International, Inc.

BY:   
Mary L. Case, Chief Executive Officer

DATE: June 30, 2015